

Terms and Conditions of Use

South African Heart Association NPC (SA Heart®)

1. Acceptance and usage

These conditions become effective when you access the site for the first time and constitute a binding agreement between us **SA Heart®** and yourself, which will always prevail. The current version of these conditions will govern our respective rights and obligations each time you access this site.

Your use of this website is subject to the terms and conditions as set out herein, including, but not limited to the documents that are referred to in some of the clauses.

You should read the terms and conditions carefully before you access any webpage or participate in any forum, purchases & transactions, or other on-line information and services of **SA Heart®**.

By using this website, you acknowledge that you have read these terms and conditions and agree to be bound by and comply with them.

When you subscribe to membership of the **SA Heart®**, you will be issued with a user name and password. By using the user name and password to access the service and/or by using the service, membership portal and member resources, you will be signifying your acceptance of these terms and conditions of use, which will form a binding agreement between you and **SA Heart®**.

When you purchase resources as a non-member of the **SA Heart®**, no registration or login is required and all transactions are handled as a 'once off' purchase. Your invoicing details will however be stored in the bookkeeping system of **SA Heart®** for as long as legally prescribed in terms of the relevant tax and company laws of South Africa.

South African Heart Association's online products and services ("Online Services") for members and non-members are subject to certain procedures and approvals, which **South African Heart Association** may reject at their sole discretion.

2. Interpretation of this Agreement

1. "the/this agreement" - means these terms and conditions of use (available on our website), **South African Heart Association's** privacy policy (available on our website), **South African Heart Association's** disclaimer notice (available on our website), and other terms and conditions which **South African Heart Association** may, from time to time, impose in respect of the service, as amended and updated from time to time;
2. "effective date" - means the date on which **South African Heart Association** activates your subscription to the service;

3. "service(s)" - means any service offered by **South African Heart Association** or its business partners, any service described in these terms and conditions, and any other service that you may subscribe to or which may form part of **South African Heart Association's** offering from time to time;

3. Nature of information on the site

All information on this site is only intended to provide you with general information about **SA Heart®**), their clients, their members, their business partners, their products, services and objectives. Nothing on this site should be treated as an offer but merely as an invitation to do business with us.

4. Electronic communications

When you visit the **SA Heart®** website and during that visit complete a web form to request information or when you send an e-mail to **SA Heart®**, and do not explicitly request a non-electronic communication medium, you consent to receiving communications from **SA Heart®** electronically and agree that all agreements, notices, disclosures and other communications sent by **SA Heart®** satisfy any legal requirements, including, but not limited to the requirement that such communications should be "in writing".

5. Enrolment in sponsored courses

Where a user voluntarily enrolls in a scholarship/sponsored course, the following information will be provided to the sponsor of the course as evidence of the user having enrolled for the course:

1. The name and surname of the user accepting the scholarship and attending the course;
2. The date of enrolment in the program;
3. The date of completion of the program;
4. The professional registration number of the user;
5. The results that the user has obtained;
6. The country of professional registration and region of the user and
7. The email address of the user.

The information, serves as an attendance record for the sponsor, in accordance with the CPD Guidelines of the Health Professions Council of South Africa (HPCSA). Should a user accept a scholarship to attend a course, the user may be contacted by the sponsor via email to ascertain his/her satisfaction with the quality of the course.

6. Limited License to General Users:

1. The **SA Heart®** Website and the content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express

prior written consent of **SA Heart**®. The license does not allow the User to collect product or service listings, descriptions or other information displayed here.

2. **SA Heart**® grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
3. The User may not frame nor use framing technologies to enclose the Website or the Content nor any part thereof without the consent of **SA Heart**®.
4. **SA Heart**® does not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website.
5. **SA Heart**®, their affiliates or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit Content, or cancel orders at their sole discretion.
6. Any unauthorised use terminates this agreement.

7. Using search technology

The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this website is not permitted if such technology will result in slowing down this website or infringe the intellectual property rights of **SA Heart**®.

8. Information feeds

We may use the services of other organisations to provide information on the site. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from your reliance on it. Please refer to the disclaimer as well.

9. Linked third party sites and third party information

This site may contain links to other websites with information and material produced by other parties. While we try to provide links only to reputable websites, we cannot accept responsibility or liability for the information provided on other websites. A link from our site to any other website does not mean that we have scrutinized or endorsed the owners or administrators of the websites or their business or security practices and operations.

All third party information regarding products advertised or listed (example EDI products, PMA products or pharmaceuticals) on the website was obtained from the owner/supplier of the product and **SA Heart**® will not be held liable for any errors in data communicated by the legal owner. **SA Heart**® will always strive to displaying accurate and correct data.

SA Heart® does not constitute the accuracy of the claims made by the owners of the product but merely serves as a communication portal. Any such errors are to be taken up with the owner of the product.

10. Software

The user needs to maintain their hardware and software of sufficient performance ability to make use of the Website. Your failure to use advanced browsers may cause some or all of the functionality of the site not to operate properly.

No warranty is given that any files, applications, or functions available on the site are free of viruses, Trojans, bombs, or other data errors.

11. The law governing our relationship

The conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions.

Last modified February 2022

Privacy Policy

Personal Information

We at the South African Heart Association NPC (SA Heart®) need to collect personal information if we are to meet our obligations to you, to inform you of new services and resources, conduct business and to ensure that our business is geared towards your needs.

We respect your privacy and your personal information and your privacy is important to us. For this reason, we take all reasonable measures to protect your personal information and keep it confidential. We will therefore not sell, rent or provide your personal information to unauthorised entities or other third parties for their independent use without your consent.

Whenever we commission other organisations to provide support services to us, we will bind them to our privacy policies as far as they may be required to have access to our customers' and members' personal information to perform such services.

Collecting data:

Whenever you complete an application form, do a purchase or contact us electronically, we will collect your personal information.

User Account Information – SA Heart® members:

In order for SA Heart® to deliver best administrative services to its members, SA Heart® collects and stores the following data of its members in its online membership and accounting system.

Title, First name, Surname, Date of Birth, Postal Address, Email Address, Daytime and Cellular phone number(s), HSPCA registration number, VAT number where applicable, Billing address if different to personal address, hospital affiliation, qualification, professional interest, membership to regional branches and special interest groups, financial and account data relating to SA Heart® membership, products and services.

SA Heart® may also retain other member information, e.g. scholarship, grants and awards received, congress and educational event attendance, participation in committee work and educational offering, newsletter articles.

User account information – non-member

In order for SA Heart® to deliver services and sales to non-members, SA Heart® no registration or login is required and all transactions are handled as a 'once off' purchase. Your invoicing details will however be stored in the bookkeeping system of SA Heart® for as long as legally prescribed in terms of the relevant tax and company laws of South Africa.

Storing personal information

We value the information that you choose to provide us with and will therefore take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. SA Heart® has

physical, technological and procedural security safeguards in place and will use its best endeavours to protect your personal information.

Communication

Provided you have agreed to this, we may use your personal or other information to send you information on news, new services or products that may be of interest to you. This may include mail, e-mail or SMS or other electronic communication, information concerning us, our products and services, or our partners and their products or services. If you do not wish to continue receiving this information you may contact us and we will remove you from our mailing list or unsubscribe.

Cookies

When visiting the SA Heart website or browsing any of its products, news or services, SA Heart® collects data.

Cookies are pieces of information stored by your web browser on behalf of a website and returned to the website on request. This site may use cookies for two purposes: to carry data about your current session at the site from one web page to the next, and to identify you to the site between visits. If you prefer not to receive cookies, you may turn them off in your browser, or may set your browser to ask you before accepting a new cookie. Some pages may not function properly if the cookies are turned off. Unless otherwise notified on the Website, we will not store data, other than for these two purposes, in cookies. Cookies remain on your computer, and, accordingly, we neither store cookies on our computers nor forward them to any external parties.

Which laws apply?

The Privacy Policy will be governed by a construed and interpreted in accordance with the laws of South Africa. To extend that a court has jurisdiction over any dispute which may arise out of or in connection with the Privacy Policy, we both submit to the jurisdiction of the South African courts.

Further to the requirements of the POPI Act, we will not disclose your personal information without your consent unless:

If we are required to do so by law or court order

If disclosure is in the public interest

It is necessary to protect our rights

Right to amend this privacy and security statement

We reserve the right to amend the privacy and security statement at any time. All amendments to the privacy and security statement will be posted on the website. Unless otherwise stated, the current version will supersede and replace all previous versions of the privacy and security statement.

Last updated February 2022

Disclaimer Notice

Neither the **South African Heart Association NPC (SA Heart®)** nor any provider of third-party content or their respective agents warrants that the service will be uninterrupted or error free; nor does **SA Heart®**, any third-party content provider, or their respective agents make any warranty as to the results to be obtained from use of the service or the content. The service and the content are distributed on an "as is, as available" basis. None of **SA Heart®**, third party content providers and their respective agents makes any warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, with respect to the service, any content or any products or services sold through the service. Neither **SA Heart®** nor any third-party content provider warrants that any files available for downloading through the service will be free of viruses or similar contamination or destructive features. You expressly agree that the entire risk as to the quality and performance of the service and the accuracy or completeness of the content is assumed solely by you.

Neither **SA Heart®**, nor any third-party content provider nor their respective agents shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the service, even if such party has been advised of the possibility of such damages.

Unless otherwise specified, this web site is directed primarily at users in the Republic of South Africa. **SA Heart®** makes no representation that any product or service referred to in any materials on this web site is appropriate for use, or available, in other locations. Anyone who accesses this site from other locations is responsible for compliance with local laws if and to the extent local laws are applicable.

Without prejudice to the generality of the foregoing paragraph, we do not warrant that:

- this website will be constantly available or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial, or medical matter you should consult an appropriate professional of your choice.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit our liability in respect of any:

- fraud or fraudulent misrepresentation on the part of us; or
- matter which it would be illegal or unlawful for us to exclude or limit, or to attempt or purport to exclude or limit, its liability.

These disclaimers and exclusions shall be governed by and construed in accordance with South African Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reasons unenforceable then that provision shall be severable and shall not affect the validity and enforceability of the remaining provisions.

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

System Availability:

SA Heart® shall use reasonable endeavours to keep the system available at all times, however, the user agrees that **SA Heart®** shall not be liable to the user or any other person or entity whatsoever in respect of (and the user or any such person or entity shall have no claim against **SA Heart®** and the user hereby indemnifies and holds **SA Heart®** free from liability in respect of) any loss or damage:

- caused by or arising from any fact or circumstances beyond the reasonable control of **SA Heart®**; or
- if such loss or damage is consequential or incidental loss or damage; or
- which is as a result of any downtime, outage, interruption in or unavailability of the system attributable to any cause whatsoever, including but not limited to: repairs and maintenance, any breakdown of whatever nature and howsoever arising in any of the services provided by an electronic and/or telecommunications service provider (including, but not limited to, line failure), as well as by any other external communications networks and by the networks of Internet service providers other than **SA Heart®**. **SA Heart®** shall use its best endeavours to notify the client of any maintenance and repairs which may result in the system being unavailable but does not warrant that notice shall be given to the client prior to such maintenance and repairs being undertaken.
- Without limiting the generality of the above the user indemnifies and holds **SA Heart®** harmless against any and all losses, injury, damage, penalties or claims of whatever nature and howsoever arising from or in connection with the service hereby made available by **SA Heart®**.
- **Security:** In order to ensure the security and reliable operation of the system to all users, **SA Heart®** hereby reserves the right to take whatever action **SA Heart®** finds necessary to preserve the security and reliability of the system.
- **Security:** the computer systems and software used to access this website service and its contents is the sole responsibility of that user to maintain and ensure that it is secure and free of malicious software of any kind. **SA Heart®** is not liable for external users' computer systems and software failures.

The website services and content are not provided in terms of a consumer and service provider relationship. Consequently the provisions of the Consumer Protection Act 68 of 2008 are not applicable.